

<i>SERFF Tracking Number:</i>	<i>FRTH-127297624</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49258</i>
<i>Company Tracking Number:</i>	<i>FA1201SPDAX-02</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Single Premium Deferred Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Single Premium Deferred Annuity Contract/FA1201SPDAX-02</i>		

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Single Premium Deferred Annuity Contract SERFF Tr Num: FRTH-127297624 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 49258

Sub-TOI: A02I.003 Single Premium Co Tr Num: FA1201SPDAX-02 State Status: Approved-Closed

Filing Type: Form Author: Kasey Poettker Reviewer(s): Linda Bird
 Date Submitted: 07/07/2011 Disposition Date: 07/12/2011
 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Single Premium Deferred Annuity Contract

Project Number: FA1201SPDAX-02

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 07/12/2011

State Status Changed: 07/12/2011

Created By: Kasey Poettker

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Kasey Poettker

Filing Description:

Attached for your review and approval is Contract Series FA1201SPDAX-02. This is very similar to Contract Series FA1201SPDAX-01 which was filed and approved by your department under SERFF Tracking #FRTH- 127064733, approved on 03/11/11. We would like to make the following changes on all future issues of this policy form.

The changes are as follows:

Contract

1) The value applied on annuitization is equal the Contract Withdrawal Value in all years for any type of annuitization.

SERFF Tracking Number: FRT-127297624 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 49258
Company Tracking Number: FA1201SPDAX-02
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: Single Premium Deferred Annuity Contract/FA1201SPDAX-02

2) For Guaranteed Payment Period payouts, the options in the Contract are limited to between 10 and 20 years, instead of 5 to 30 years.

Guaranteed Lifetime Income Benefit (GLIB) Rider

- 1) We are clarifying the language regarding income option for Joint Life situations, particularly when the Owner is a non-natural person.
- 2) We are allowing for spousal continuation of the GLIB rider when the Contract can be continued under spousal continuation.
- 3) We are clarifying how we will comply with the IRS requirements for payment of the Enhanced Death Benefit.

Corresponding changes were made to the Disclosure document.

We've enclosed a new Actuarial Memorandum which reflects the changes made above. None of these changes affect compliance with Nonforfeiture or Valuation laws.

None of the other riders or endorsements originally filed for use with this form are affected by these changes.

The Statement of Variability previously submitted is not affected by these changes.

Thank you for your assistance with this filing submission and please contact me if there are any questions at 812-933-6748 or kasey_poettker@forethought.com.

Sincerely,

Kasey K. Poettker
Legal/Compliance Analyst

Company and Contact

Filing Contact Information

Kasey Poettker, Compliance Analyst kasey_poettker@forethought.com
1 Forethought Center 812-933-6748 [Phone]
Batesville, IN 47006 812-933-6348 [FAX]

Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana
1 Forethought Center Group Code: 1266 Company Type: Insurance

SERFF Tracking Number: FRT-127297624 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 49258
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Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: Single Premium Deferred Annuity Contract/FA1201SPDAX-02
Batesville, IN 47006 Group Name: State ID Number:
(800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

Filing Fees

Fee Required? Yes
Fee Amount: \$105.00
Retaliatory? Yes
Fee Explanation: \$35.00 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$105.00	07/07/2011	49532584
Forethought Life Insurance Company	\$45.00	07/11/2011	49648447

SERFF Tracking Number:	FRTH-127297624	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/12/2011	07/12/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/12/2011	07/12/2011	Kasey Poettker	07/12/2011	07/12/2011
Pending Industry Response	Linda Bird	07/08/2011	07/08/2011	Kasey Poettker	07/11/2011	07/11/2011

<i>SERFF Tracking Number:</i>	<i>FRTH-127297624</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 07/12/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	FRTH-127297624	State:	Arkansas
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Project Name/Number:	Single Premium Deferred Annuity Contract/FA1201SPDAX-02		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification & Guaranty Notice		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	GLIB Rider		Yes
Form	Disclosure Statement		Yes

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Project Name/Number:	Single Premium Deferred Annuity Contract/FA1201SPDAX-02		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/12/2011
Submitted Date	07/12/2011
Respond By Date	08/12/2011

Dear Kasey Poettker,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Variable
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Project Name/Number: Single Premium Deferred Annuity Contract/FA1201SPDAX-02

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/12/2011
Submitted Date 07/12/2011

Dear Linda Bird,

Comments:

Response 1

Comments: Please find attached the Certification from our company and a copy of the Guaranty Notice that is included in all contracts.

Thank you.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification & Guaranty Notice

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

<i>SERFF Tracking Number:</i>	<i>FRTH-127297624</i>	<i>State:</i>	<i>Arkansas</i>
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	<i>Variable</i>		
<i>Product Name:</i>	<i>Single Premium Deferred Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Single Premium Deferred Annuity Contract/FA1201SPDAX-02</i>		

Sincerely,
Kasey Poettker

SERFF Tracking Number:	FRTH-127297624	State:	Arkansas
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/08/2011
Submitted Date	07/08/2011
Respond By Date	08/08/2011

Dear Kasey Poettker,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$45.00 is received.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

SERFF Tracking Number: FRT-127297624 State: Arkansas
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Project Name/Number: Single Premium Deferred Annuity Contract/FA1201SPDAX-02

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/11/2011
Submitted Date 07/11/2011

Dear Linda Bird,

Comments:

Response 1

Comments: The extra \$45 has been submitted.

Thank you.

Kasey Poettker

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$45.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Kasey Poettker

SERFF Tracking Number: FRTH-127297624 State: Arkansas

Filing Company: Forethought Life Insurance Company State Tracking Number: 49258

Company Tracking Number: FA1201SPDAX-02

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium Variable

Product Name: Single Premium Deferred Annuity Contract

Project Name/Number: Single Premium Deferred Annuity Contract/FA1201SPDAX-02

Form Schedule

Lead Form Number: FA1201SPDAX-02

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA1201SPDAX-02	Policy/Contract	Single Premium Deferred Annuity Contract	Initial		65.000	FA1201SPDAX-02 Contract formatted 06.28.11.pdf
	FA4056-02	Policy/Contract	GLIB Rider	Initial		57.000	FA4056-02 GLIB Rider.pdf
	FA5091SPDAX-02	Other	Disclosure Statement	Initial		51.900	FA5091SPDAX-02 AE-Disclosure 06.27.11.pdf

Single Premium Deferred Annuity Contract



Forethought Life Insurance Company
One Forethought Center
P.O. Box 296
Batesville, IN 47006-0296

In this Contract, "You" or "Your" will refer to the Owner and "We," "Our," or "Us" will refer to Forethought Life Insurance Company, a stock company.

We will pay the proceeds of this Contract according to its terms. The proceeds will provide a monthly income or other settlement, in accordance with the Annuity Option selected.

This is a legal Contract between You and Us. Read it carefully.

RIGHT TO EXAMINE AND RETURN THIS CONTRACT

If You are not satisfied, You may cancel Your Contract by returning it within thirty (30) days after the date You receive it. Mail or deliver to Us at the address shown above or to Your agent. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. This Contract will then be void from its start. Any premium paid and not previously withdrawn will be refunded. If you return the policy, any bonus benefit will not be returned to You.

This Contract is signed by Us as of its Issue Date.

Handwritten signature of Arvid R. Muller in black ink.

Secretary

Handwritten signature of John A. Huff in black ink.

President

This Annuity Contract contains Fixed Indexed Strategies

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity benefit payable on Annuity Date

**Death benefit payable in event of the
Owner's death prior to Annuity Date**

**{Market Value Adjustments may be applied on withdrawals which
could increase or decrease charges assessed upon withdrawal}**

This Contract contains a waiver of Withdrawal Charge benefit

**CONTRACT VALUE MAY INCREASE BASED ON THE INDEX CALCULATION
DESCRIBED IN THE STRATEGY(IES) YOU HAVE SELECTED.**

**WHILE CONTRACT VALUE MAY BE AFFECTED BY AN EXTERNAL INDEX,
THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.**

NONPARTICIPATING

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CONTRACT DATA PAGE

CONTRACT NUMBER:	(123456789)
ISSUE DATE:	(January 1, 2010)
OWNER:	(John Doe)
OWNER'S AGE AT ISSUE DATE:	(60)
(JOINT OWNER:)	(Jane Doe)
(JOINT OWNER'S AGE AT ISSUE DATE:)	(60)
ANNUITANT:	(John Doe)
ANNUITANT'S SEX:	(Male)
ANNUITANT'S AGE AT ISSUE DATE:	(60)
(JOINT ANNUITANT:)	(Jane Doe)
(JOINT ANNUITANT'S SEX:)	(Female)
(JOINT ANNUITANT'S AGE AT ISSUE DATE:)	(60)
BENEFICIARY(IES):	(James Doe) (Joan Doe)
MATURITY DATE:	(January 1, 2050)
ANNUITY DATE:	(January 1, 2050)
CONTRACT TYPE:	(Non-Qualified, IRA, Roth IRA)
PREMIUM PAID:	(\$250,000.00)
{PREMIUM BONUS PERCENTAGE:	(8.00%)}
(PREMIUM TAX PAID:)	(\$0.00)
(PREMIUM LESS PREMIUM TAX:)	(\$250,000.00)
MINIMUM ALLOCATION TO ANY STRATEGY (prior to any applicable Premium Bonus):	(\$10,000.00)
MINIMUM WITHDRAWAL AMOUNT:	(\$1,000.00)
MINIMUM SYSTEMATIC WITHDRAWAL AMOUNT:	(\$100.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL:	(\$5,000.00)
MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE PREMIUM FACTOR:	(87.5%)
MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE:	
FIXED ALLOCATIONS:	(1.00%)
INDEXED ALLOCATIONS:	(1.00%)

STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

FIXED STRATEGIES

{1-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM:	(\$250,000.00)
ALLOCATION PERCENTAGE:	(100.00%)
STRATEGY TERM:	1 Year
STRATEGY END YEAR:	(10 th Year)
INITIAL ANNUAL INTEREST RATE:	(2.50%)
{INTEREST RATE BONUS*:	(0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}	
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy)	(1.00%)
}	

{2-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM:	(\$0.00)
ALLOCATION PERCENTAGE:	(0.00%)
STRATEGY TERM:	2 Years
STRATEGY END YEAR:	(2 nd Year)
INITIAL ANNUAL INTEREST RATE:	(2.50%)
{INTEREST RATE BONUS*:	(0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}	
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy)	(1.00%)

}

{3-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM:	(\$0.00)
ALLOCATION PERCENTAGE:	(0.00%)
STRATEGY TERM:	3 Years
STRATEGY END YEAR:	(3 rd Year)
INITIAL ANNUAL INTEREST RATE:	(2.50%)
{INTEREST RATE BONUS*:	(0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}	
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy)	(1.00%)

}

{4-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM:	(\$0.00)
ALLOCATION PERCENTAGE:	(0.00%)
STRATEGY TERM:	4 Years
STRATEGY END YEAR:	(4 th Year)
INITIAL ANNUAL INTEREST RATE:	(2.50%)
{INTEREST RATE BONUS*:	(0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}	
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy)	(1.00%)

}

{5-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 5 Years
STRATEGY END YEAR: (5th Year)
INITIAL ANNUAL INTEREST RATE: (2.50%)
{INTEREST RATE BONUS*: (0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy
and applies to the first Contract Year only.
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy) (1.00%)
}

{7-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 7 Years
STRATEGY END YEAR: (7th Year)
INITIAL ANNUAL INTEREST RATE: (2.50%)
{INTEREST RATE BONUS*: (0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy
and applies to the first Contract Year only.
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy) (1.00%)
}

{10-YEAR FIXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 10 Years
STRATEGY END YEAR: (10th Year)
INITIAL ANNUAL INTEREST RATE: (2.50%)
{INTEREST RATE BONUS*: (0.50%)
* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy
and applies to the first Contract Year only.
MINIMUM ANNUAL INTEREST RATE: (fixed for life of Strategy) (1.00%)
}

INDEXED STRATEGIES

{ANNUAL CAP WITH MONTHLY AVERAGING INDEXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 1 Year
STRATEGY END YEAR: (No Scheduled Termination; 5th Year)
INITIAL ANNUAL INDEX CAP: (TBD%)
MINIMUM GUARANTEED ANNUAL INDEX CAP: (fixed for life of Strategy) (2.00%)
}

{ANNUAL SPREAD WITH MONTHLY AVERAGING INDEXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 1 Year
STRATEGY END YEAR: (No Scheduled Termination; 5th Year)
INITIAL ANNUAL INDEX SPREAD: (TBD%)
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD: (fixed for life of Strategy) (15.00%)
}

{ONE YEAR POINT-TO-POINT WITH CAP INDEXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 1 Year
STRATEGY END YEAR: (No Scheduled Termination; 5th Year)
INITIAL ANNUAL INDEX CAP: (TBD%)
MINIMUM GUARANTEED ANNUAL INDEX CAP: (fixed for life of Strategy) (2.00%)

}

{ONE YEAR MONTHLY POINT-TO-POINT WITH CAP INDEXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 1 Year
STRATEGY END YEAR: (No Scheduled Termination; 5th Year)
INITIAL MONTHLY INDEX CAP: (TBD%)
MINIMUM GUARANTEED MONTHLY INDEX CAP: (fixed for life of Strategy) (0.50%)

}

{TWO YEAR MONTHLY POINT-TO-POINT WITH CAP INDEXED STRATEGY:

ALLOCATED PREMIUM: (\$0.00)
ALLOCATION PERCENTAGE: (0.00%)
STRATEGY TERM: 2 Years
STRATEGY END YEAR: (No Scheduled Termination; 4th Year)
INITIAL MONTHLY INDEX CAP: (TBD%)
MINIMUM GUARANTEED MONTHLY INDEX CAP: (fixed for life of Strategy) (0.50%)

}

{GUARANTEED LIFETIME INCOME BENEFIT RIDER

GUARANTEED LIFETIME INCOME BENEFIT WAITING PERIOD: (12 Months)
MINIMUM ALLOWABLE INCOME OPTION AGE: (56)
INCOME BASE ACCUMULATION RATE: (6.00%)
INCOME BASE ACCUMULATION PERIOD: (10 years)
INCOME BASE ACCUMULATION EXTENSION LIMIT: (20th Contract Anniversary)

GUARANTEED LIFETIME INCOME BENEFIT ANNUAL CHARGE PERCENTAGE: (0.95%)
GUARANTEED LIFETIME INCOME BENEFIT FACTORS:

<u>Income Option Age</u>	<u>Level Single Life Income Option</u>	<u>Level Joint Life Income Option</u>
[50]	[3.1%]	[2.7%]
[51]	[3.2%]	[2.8%]
[52]	[3.3%]	[2.9%]
[53]	[3.4%]	[3.0%]
[54]	[3.5%]	[3.1%]
[55]	[3.7%]	[3.2%]
[56]	[3.8%]	[3.3%]
[57]	[3.8%]	[3.3%]
[58]	[3.9%]	[3.4%]
[59]	[3.9%]	[3.4%]
[60]	[4.0%]	[3.5%]
[61]	[4.1%]	[3.6%]
[62]	[4.2%]	[3.7%]
[63]	[4.3%]	[3.8%]
[64]	[4.4%]	[3.9%]
[65]	[4.5%]	[4.0%]
[66]	[4.6%]	[4.1%]
[67]	[4.7%]	[4.2%]
[68]	[4.8%]	[4.3%]
[69]	[4.9%]	[4.4%]
[70]	[5.0%]	[4.5%]
[71]	[5.1%]	[4.6%]
[72]	[5.2%]	[4.7%]
[73]	[5.3%]	[4.8%]
[74]	[5.4%]	[4.9%]
[75]	[5.5%]	[5.0%]
[76]	[5.6%]	[5.1%]
[77]	[5.7%]	[5.2%]
[78]	[5.8%]	[5.3%]
[79]	[5.9%]	[5.4%]
[80]	[6.0%]	[5.5%]
[81]	[6.1%]	[5.6%]
[82]	[6.2%]	[5.7%]
[83]	[6.3%]	[5.8%]
[84]	[6.4%]	[5.9%]
[85]	[6.5%]	[6.0%]
[86]	[6.7%]	[6.2%]
[87]	[6.9%]	[6.4%]
[88]	[7.1%]	[6.6%]
[89]	[7.3%]	[6.8%]
[90+]	[7.5%]	[7.0%]

{INCREASED TEMPORARY ANNUAL INCOME FACTOR: (8.00%)
(applies as described in the Guaranteed Lifetime Income Benefit Rider only)

INCREASED TEMPORARY ANNUAL INCOME WAITING PERIOD: (10 Contract Years))
{ENHANCED DEATH BENEFIT CAP PERCENTAGE: (250%))}

WITHDRAWAL CHARGE PERIOD:

10 Years

TABLE OF WITHDRAWAL CHARGE PERCENTAGES

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE PORTION OF CONTRACT VALUE WITHDRAWN THAT IS BOTH: 1) ATTRIBUTABLE TO PREMIUM PAID AND 2) SUBJECT TO WITHDRAWAL CHARGES. THESE ARE USED TO DETERMINE PART OR ALL OF ANY WITHDRAWAL CHARGE:

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	10%
2	10%
3	9%
4	9%
5	8%
6	7%
7	6%
8	5%
9	4%
10	2%
11 & LATER	0%

{TABLE OF PREMIUM BONUS RECAPTURE CHARGE PERCENTAGES

THE FOLLOWING PERCENTAGES OF THE PORTION OF CONTRACT VALUE WITHDRAWN THAT IS BOTH: 1) ATTRIBUTABLE TO PREMIUM BONUS AND 2) SUBJECT TO WITHDRAWAL CHARGES; WILL BE RECAPTURED UPON WITHDRAWAL. THESE ARE USED TO DETERMINE PART OF ANY WITHDRAWAL CHARGE:

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u> <u>(ISSUE AGES UP TO 75)</u>	<u>PERCENTAGE</u> <u>(ISSUE AGES OVER 75)</u>
1	100%	90%
2	100%	80%
3	100%	80%
4	100%	70%
5	100%	70%
6	100%	70%
7	80%	70%
8	60%	60%
9	40%	40%
10	20%	20%
11 & LATER	0%	0%

}

ANNUITY SERVICE CENTER:

FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

{1-YEAR FIXED STRATEGY RIDER}
{2-YEAR FIXED STRATEGY RIDER}
{3-YEAR FIXED STRATEGY RIDER}
{4-YEAR FIXED STRATEGY RIDER}
{5-YEAR FIXED STRATEGY RIDER}
{7-YEAR FIXED STRATEGY RIDER}
{10-YEAR FIXED STRATEGY RIDER}

{ANNUAL CAP WITH MONTHLY AVERAGING INDEXED STRATEGY RIDER}
{ANNUAL SPREAD WITH MONTHLY AVERAGING INDEXED STRATEGY RIDER}
{ONE YEAR POINT-TO-POINT WITH CAP INDEXED STRATEGY RIDER}
{ONE YEAR MONTHLY POINT-TO-POINT WITH CAP INDEXED STRATEGY RIDER}
{TWO YEAR MONTHLY POINT-TO-POINT WITH CAP INDEXED STRATEGY RIDER}

{PREMIUM BONUS RIDER}
{GUARANTEED LIFETIME INCOME BENEFIT RIDER}
{MARKET VALUE ADJUSTMENT ENDORSEMENT}
{NURSING CARE RIDER}
{TERMINAL ILLNESS RIDER}
{IRA RIDER}
{ROTH IRA RIDER}

MARKET VALUE ADJUSTMENT (either (Applies to this Contract – See Market Value Adjustment Endorsement)
or (Not Applicable to this Contract)

{MARKET VALUE ADJUSTMENT PERCENTAGE FACTOR (100%) }

DEFINITIONS

Accumulation Period

The period prior to the Annuity Date.

Annuity Payments

The series of payments made to the Owner or other named payee after the Annuity Date under the Annuity Option elected.

Annuity Date

The date on which Annuity Payments begin. The Annuity Date is shown on the Contract Data Page.

Annuity Period

The period starting on the Annuity Date during which Annuity Payments are payable.

Attained Age

The age of any Owner or Annuitant on his or her last birthday.

Beneficiary

The person You name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, upon the death of an Annuitant or a Joint Annuitant.

Company

Forethought Life Insurance Company.

Contract Anniversary

An anniversary of the Issue Date of this Contract.

Contract Withdrawal Value

The greater of:

1. the Contract Value less any applicable Withdrawal Charges, less any applicable Market Value Adjustment and less any applicable taxes; or
2. the Minimum Guaranteed Contract Withdrawal Value.

Contract Year

A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

Issue Age

The age as of the last birthday of the oldest Owner on the Issue Date.

Issue Date

The date this Contract was issued as shown on the Contract Data Page.

Joint Owner

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Notice

Any form of communication providing information We need, either in writing or another manner that We approve in advance. All Notices to Us must be sent to Our Annuity Service Center.

Owner

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners.

Premium Paid

Any amount paid to Us under this Contract as consideration for the benefits it provides, less any applicable taxes We deduct upon receipt of a premium.

DEFINITIONS (continued)

Reallocation

The transfer of Contract Value from one Strategy to another.

Reallocation Date

Reallocation Dates occur on Contract Anniversaries. You may reallocate the Contract Value among one or more Strategy(ies) to be effective on Reallocation Dates that coincide with the end of Strategy Terms.

Rider Charge

Riders attached to this Contract may have a Rider Charge. If there is a Rider Charge, it will be described in a Rider Charges section of that Rider. The Rider Charges section will indicate the amount and timing of the charge and the manner in which the charge will be allocated among Strategies.

Strategy

Any of the crediting Strategies available under the Contract. You elect the Strategy(ies) to which the Premium Paid is allocated or Reallocation is made, subject to the terms of this Contract. We reserve the right to add Strategies as approved by the Insurance Department of the state in which the Contract is issued. We may cease to offer a specific Strategy or cease to accept Reallocation to a specific Strategy at any time, except we will always have either the 1-Year Fixed Strategy and/or the One Year Point-to-Point with Cap Indexed Strategy as an available Strategy. Any new Reallocations accepted are subject to the terms and conditions in existence for any Strategy(ies) available at that time. The Strategies You have elected at issue are shown on the Contract Data Page.

Strategy End Date

The last day of the Strategy End Year.

Strategy End Year

Defined on the Contract Data Page for each available Strategy. This is the scheduled Contract Year after which Contract Value funds can no longer be allocated to that Strategy or remain in that Strategy, if applicable. See the Electing Strategies section.

Strategy Term

The period during which rates declared by Us for calculation of Strategy Values are guaranteed and during which interest credits are calculated. The Strategy Term for each Strategy You have elected is shown on the Contract Data Page. The first Strategy Term begins on the Issue Date. Subsequent Strategy Terms begin immediately following the end of the prior Strategy Term.

Strategy Value

The value of the portion of the Contract Value attributable to a Strategy.

GENERAL PROVISIONS

THE CONTRACT

The entire contract consists of this Contract, any Riders or endorsements attached to this Contract, and a copy of the application, if one is attached to this Contract when issued. This Contract must be returned to Us prior to the payment of any benefit, unless waived by Us. Prior to any payment of a death benefit, due proof of death must be submitted to Us.

INCONTESTABILITY

We will not contest the validity of this Contract at any time following the Issue Date.

NONPARTICIPATING

This Contract will not share in any distribution of dividends by Us.

MISSTATEMENT OF AGE OR SEX

We may require proof of age or sex of the Annuitant before making any Annuity Payments under this Contract that are measured by the Annuitant's life. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that would have been provided at the correct age or sex.

After Annuity Payments have begun, any underpayments will be made up in one lump sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid. Adjustments for underpayments or overpayments shall include interest calculated at a rate according to applicable law.

PROTECTION OF PROCEEDS

No Beneficiary may encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same.

REPORTS

At least once each calendar year, We will furnish You with a report showing the Contract Value, the amounts allocated to the applicable Strategies, and any other information as may be required by law. We will send You confirmations of certain transactions. Reports and confirmations will be sent to Your last known address.

PREMIUM AND OTHER TAXES

Any premium taxes or other taxes paid by Us to any governmental entity relating to this Contract may be deducted from the premium or Contract Value. We will, at Our sole discretion, determine when taxes relate to the Contract, including when they have resulted from receipt by Us of the premium or commencement of Annuity Payments. We may, at Our sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payments at an earlier date do not waive any right We may have to deduct amounts at a later date. We will deduct any withholding taxes required by applicable law.

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

MODIFICATION OF CONTRACT

This Contract may be modified by Us to maintain compliance with applicable state and federal law. This Contract may be changed only in writing signed by Our President or Our Secretary.

EMPLOYER-SPONSORED PLANS

This annuity Contract will have unisex mortality factors applied to its Annuity Option if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

DEFERRAL PAYMENTS

If approved by the Commissioner of Insurance of the state in which this Contract is delivered, We reserve the right to defer payments for any Withdrawal Amount for a period not exceeding six (6) months. Subject to state requirements, interest will be credited during such deferred period.

RESERVES, VALUES AND BENEFITS

All reserves are greater than or equal to those required by statute. Any values and death benefits that may be available under this Contract are not less than the minimum benefits required by any law of the state in which this Contract is delivered.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

ANNUITANT

The Annuitant is the natural person on whose life Annuity Payments are based. The Annuitant is the person designated by You as of the Issue Date, unless changed prior to the Annuity Date. The Annuitant may not be changed in a Contract which is owned by a non-natural person. The Annuitant and Owner need not be the same person. Any change of Annuitant is subject to Our underwriting rules in effect at the time of the request.

OWNER

You, as the Owner, have all the interests and rights under this Contract. The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time, subject to Our underwriting rules in effect at the time of the request. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be by Notice. Except as otherwise elected or required by law, a change of Owner will not change a designation of an Annuitant or Beneficiary or an Annuity Option election. Any change of Owner may terminate some benefits provided in the Riders attached to this Contract, as described in those Riders.

The change will become effective as of the date the Notice is received by Us. A new designation of Owner will not apply to any payment made or action taken by Us prior to the time the new designation is recorded at Our Annuity Service Center.

JOINT OWNER

A Contract may be owned by Joint Owners, limited to two natural persons. Joint Owners have equal ownership rights and must both authorize any exercise of those ownership rights unless otherwise allowed by Us. Upon the death of either Joint Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary, unless You have given Us Notice otherwise.

ASSIGNMENT

You may assign Your rights under this Contract. We will not be bound by any Assignment until Notice of the Assignment is recorded by Us. We are not responsible for the validity or tax consequences of any Assignment. We will not be liable for any payment or other settlement made by Us before We record the Notice of the Assignment. Any Assignment may terminate some benefits provided in the Riders attached to this Contract, as described in those Riders.

BENEFICIARY PROVISIONS

BENEFICIARY

The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiary(ies) as follows:

1. to the primary Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to the Owner's estate.

If Joint Owners have been designated, unless You inform Us otherwise, the surviving Joint Owner will be treated as the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Notice to Us.

SIMULTANEOUS DEATH OF BENEFICIARY AND OWNER

Death benefits will be paid as though any Beneficiary died before the Owner if the Beneficiary dies within 24 hours of the Owner's death.

CHANGE OF BENEFICIARY

Subject to the rights of any irrevocable Beneficiary, You may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with Us. The change will take effect as of the date the Notice is received by Us. We will not be liable for any payment made or action taken before We receive the Notice.

PREMIUM PAYMENT PROVISIONS

PREMIUM PAYMENT

The amount of the Premium Paid is shown on the Contract Data Page. No additional premium payments may be made to the Contract at any time. If any check presented as payment of any part of a premium is not honored, the Contract will be void.

ALLOCATION OF PREMIUM The Allocated Premium for each Strategy is that portion of the Premium Paid made in accordance with Your selection made at the Issue Date. The Allocated Premium is subject to the allocation requirements set forth in Electing Strategies.

CONTRACT VALUE PROVISIONS

CONTRACT VALUE

Your Contract Value is the sum of Your Strategy Values.

ELECTING STRATEGIES

You elect the Strategies to which Your Premium Paid is allocated from among those offered by Us and described in the Contract and applicable Riders. Allocations to any Strategy must be in whole percentages and must not be less than the Minimum Allocation to any Strategy shown on the Contract Data Page. The contractual provisions applicable to Strategies You have elected are contained in the Strategy Riders attached to and made a part of this Contract.

Each available Strategy is established by a separate Rider. After the Company has established a Strategy, values may be transferred to the Strategy in accordance with the provisions of this Contract and the applicable Rider. The Rider shall establish the method by which interest is credited to the Strategy Value associated with the applicable Strategy.

At any time during the first thirty (30) days immediately following the end of a Strategy Term, You may reallocate all or a portion of the Strategy Values to any other available Strategy. No Withdrawal Charges or Market Value Adjustments will apply to Reallocations made during such thirty (30) day periods. Reallocations are allowed only during the first thirty (30) days of a Strategy Term. During such thirty (30) day period, and until We receive Reallocation notification from You, Your allocations will remain unchanged from the prior Strategy Term.

If We do not receive notification from You during such thirty (30) day period, You will be deemed to have elected to continue Contract Value allocations to the same Strategies selected in the prior Strategy Term. However, if We do not receive such notification and the Strategy selected for the prior Strategy Term is no longer available, the amount will reallocate to the 1-Year Fixed Strategy if available, otherwise to the One Year Point-to-Point with Cap Indexed Strategy.

Reallocation is subject to the terms and conditions in existence for any Strategy(ies) available at that time. Reallocations to any Strategy must not be less than the Minimum Allocation shown on the Contract Data Page. You will receive from Us written confirmation of Your Reallocation elections. Reallocations are effective on the Reallocation Date(s).

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE

The Minimum Guaranteed Contract Withdrawal Value is an accumulation at the applicable Minimum Guaranteed Contract Withdrawal Value Interest Rates of the Premiums Paid multiplied by the Minimum Guaranteed Contract Withdrawal Value Premium Factor, less prior Withdrawal Proceeds and less Rider Charges. The Minimum Guaranteed Contract Withdrawal Value Premium Factor and the Minimum Guaranteed Contract Withdrawal Value Interest Rates are shown on the Contract Data Page. The Minimum Guaranteed Contract Withdrawal Value will never be less than zero.

The Minimum Guaranteed Contract Withdrawal Value is calculated as the sum of the Fixed Minimum Guaranteed Contract Withdrawal Value (Fixed MGCWV) and the Indexed Minimum Guaranteed Contract Withdrawal Value (Indexed MGCWV) as defined below. The Fixed MGCWV is the portion of the Minimum Guaranteed Contract Withdrawal Value that corresponds to the Fixed Strategy Value(s). The Indexed MGCWV is the portion of the Minimum Guaranteed Contract Withdrawal Value that corresponds to the Indexed Strategy Values.

The Fixed MGCWV is calculated as follows:

1. On the Issue Date the Fixed MGCWV equals the total of the Allocated Premium of the Fixed Strategy(ies) multiplied by the Minimum Guaranteed Contract Withdrawal Value Premium Factor.
2. On any day thereafter, the Fixed MGCWV equals:
 - (a) the Fixed MGCWV on the previous day; plus
 - (b) the amount of Reallocations to the Fixed MGCWV from the Indexed MGCWV since the previous day; less
 - (c) the amount of Reallocations from the Fixed MGCWV to the Indexed MGCWV since the previous day; less
 - (d) Withdrawal Proceeds that are attributable to the Fixed MGCWV since the previous day; less
 - (e) Rider Charges that are attributable to the Fixed MGCWV since the previous day; plus
 - (f) interest credited at the Minimum Guaranteed Contract Withdrawal Value Interest Rate for Fixed Allocations.

The Indexed MGCWV is calculated as follows:

1. On the Issue Date the Indexed MGCWV equals the total of the Allocated Premium of the Indexed Strategy(ies) multiplied by the Minimum Guaranteed Contract Withdrawal Value Premium Factor.
2. On any day thereafter, the Indexed MGCWV equals:
 - (a) the Indexed MGCWV on the previous day; plus
 - (b) the amount of Reallocations to the Indexed MGCWV from the Fixed MGCWV since the previous day; less
 - (c) the amount of Reallocations from the Indexed MGCWV to the Fixed MGCWV since the previous day; less
 - (d) Withdrawal Proceeds that are attributable to the Indexed MGCWV since the previous day; less
 - (e) Rider Charges that are attributable to the Indexed MGCWV since the previous day; plus
 - (f) interest credited at the Minimum Guaranteed Contract Withdrawal Value Interest Rate for Indexed Allocations.

Withdrawal Proceeds and Rider Charges are attributed to the Fixed MGCWV and Indexed MGCWV in the proportion that each bears to the total Minimum Guaranteed Contract Withdrawal Value.

On a day that a Reallocation from the Fixed Strategies to the Indexed Strategies occurs, the amount of the comparable Reallocation from the Fixed MGCWV to the Indexed MGCWV is the amount that reduces the Fixed MGCWV in the same proportion that the total of the Fixed Strategy Values are reduced. Similarly, on a day that a Reallocation from the Indexed Strategies to the Fixed Strategies occurs, the amount of the comparable Reallocation from the Indexed MGCWV to the Fixed MGCWV is the amount that reduces the Indexed MGCWV in the same proportion that the Indexed Strategies Values are reduced. Reallocations between Fixed Strategies only do not result in amounts being Reallocated from the Fixed MGCWV or Indexed MGCWV. Reallocations between Indexed Strategies only do not result in amounts being Reallocated from the Fixed MGCWV or Indexed MGCWV.

DEATH BENEFIT PROVISIONS

DEATH OF OWNER DURING THE ACCUMULATION PERIOD

During the Accumulation Period, the death benefit will be paid to Your Beneficiary(ies) upon Your death or upon the first death of a Joint Owner.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD

The death benefit is the greater of the Contract Value and the Minimum Guaranteed Contract Withdrawal Value, determined as of the date on which We have received both due proof of death and an election for the payment method. At that time and until distributed, the death benefit will receive interest as required by the state in which this Contract is delivered. In the event the Contract is continued by a surviving spouse as set forth below, the Contract Value will remain in the Strategy(ies) for the remainder of the Strategy Term under the terms of this Contract.

DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD

A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) in the event of the death of an Owner during the Accumulation Period. In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. In this case the Contract will continue without payment on the death of the Owner, and will be determined as of the death of the surviving spouse. The death benefit options available under the Contract are:

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire Contract Value within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

Option 3 - payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one (1) year of the date of death of the Owner or the first Joint Owner to die.

If a lump sum payment is requested, the amount will be paid within sixty (60) days of receipt of proof of death and the election.

Payment to the Beneficiary, other than in a lump sum, may only be elected during the sixty (60) day period beginning with the date of receipt by Us of proof of death.

DEATH OF OWNER DURING THE ANNUITY PERIOD

If the Owner or a Joint Owner, who is not the Annuitant, dies during the Annuity Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner during the Annuity Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT

Upon the death of an Annuitant who is not the Owner or a Joint Owner during the Accumulation Period, the Owner becomes the Annuitant. The Owner may select a new Annuitant if the Owner does not want to be the Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. If the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

DEATH BENEFIT PROVISIONS (continued)

PAYMENT OF DEATH BENEFIT

We will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. any other proof satisfactory to Us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. In all events, this Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

WITHDRAWAL PROVISIONS

WITHDRAWALS

You have the right to withdraw part or all of Your Contract Value at any time prior to the Annuity Date. The most that may be withdrawn at any time prior to the Annuity Date is the greater of:

1. The Contract Withdrawal Value at the time of the withdrawal; and
2. The remainder of the Guaranteed Lifetime Annual Income at the time of the withdrawal, if applicable, which is equal to:
 - (a) The Guaranteed Lifetime Annual Income on the previous day; less
 - (b) The cumulative Withdrawal Amounts taken during the Contract Year and prior to this withdrawal.

Except for Withdrawal Amounts taken as part of a Systematic Withdrawal plan, a Withdrawal Amount must be at least the Minimum Withdrawal Amount shown on the Contract Data Page. If the withdrawal reduces the Contract Value below the amount of the Minimum Contract Value After Withdrawal as shown on the Contract Data Page and the Guaranteed Lifetime Annual Income, if applicable, after the withdrawal is less than the Minimum Systematic Withdrawal Amount shown on the Contract Data Page, We may treat the request as a withdrawal of the entire Contract Value. If You withdraw the entire Contract Value and the cumulative Withdrawal Amounts taken during the Contract Year exceed an applicable Guaranteed Lifetime Annual Income or an applicable Guaranteed Lifetime Income Benefit is terminated, the Contract will terminate. If You elect to withdraw all of Your Contract Value, You will not receive less than the Minimum Guaranteed Contract Withdrawal Value.

Amounts withdrawn prior to the end of the Withdrawal Charge Period may be subject to a Withdrawal Charge and any applicable Market Value Adjustment. Any Withdrawal Charge and applicable Market Value Adjustment will be deducted from the remaining Contract Value. If the remaining Contract Value is less than the sum of (A) and (B), where (A) is the Withdrawal Charge, and (B) is any applicable Market Value Adjustment, then the Withdrawal Charge and applicable Market Value Adjustment will be deducted from the Withdrawal Proceeds and the withdrawal request will be treated as a withdrawal of the entire Contract Value.

WITHDRAWAL AMOUNT

The Withdrawal Amount is the full amount we deduct from the Contract Value to provide Your Withdrawal Proceeds, taking into consideration any Free Withdrawal Amount available, any Withdrawal Charges and any applicable Market Value Adjustment.

WITHDRAWAL PROCEEDS

Withdrawal Proceeds refer to the amount payable to You when You take a withdrawal, after taking into consideration any Withdrawal Charges and any applicable Market Value Adjustment.

WITHDRAWAL CHARGE PERIOD

The period shown on the Contract Data Page during which Withdrawal Charges and any applicable Market Value Adjustments may be assessed against Withdrawal Amounts.

WITHDRAWAL CHARGE

Cumulative withdrawals of Contract Value, in a Contract Year, that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. Withdrawal Charges are not assessed against death benefit proceeds paid on account of the death of the Owner.

The Withdrawal Charge includes assessments based on both the Withdrawal Charge Percentage and the Premium Bonus Recapture Charge Percentage, if applicable.

The Withdrawal Charge is equal to the

- (1) Withdrawal Charge On Accumulated Premium; plus
- (2) Withdrawal Charge On Accumulated Premium Bonus.

Where:

- Withdrawal Charge On Accumulated Premium = (Accumulated Premium Withdrawn) X WC%
- Withdrawal Charge On Accumulated Premium Bonus = (Accumulated Premium Bonus Withdrawn) X PBR%
- Accumulated Premium Withdrawn =
[(Withdrawal Amount) –
(Free Withdrawal Amount available and remaining in the Contract Year)]
/ (1 + PB%)
- Accumulated Premium Bonus Withdrawn =
(Accumulated Premium Withdrawn) X PB%
- PB% = Premium Bonus Percentage shown on the Contract Data Page, if applicable. If there is no Premium Bonus, then this is equal to 0%.
- WC% = any applicable Withdrawal Charge Percentage shown on the Contract Data Page.
- PBR% = any applicable Premium Bonus Recapture Charge Percentage shown on the Contract Data Page.

MARKET VALUE ADJUSTMENT

If so indicated on the Contract Data Page, a Market Value Adjustment will apply to this Contract as described in the Market Value Adjustment Endorsement.

FREE WITHDRAWAL AMOUNT

After the first Contract Year and prior to the Annuity Date, You may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges and any applicable Market Value Adjustment. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be retroactively applied to any Free Withdrawal Amounts occurring earlier in that Contract Year. Withdrawals made pursuant to a Systematic Withdrawal plan may be made more frequently than once per Contract Year and will be treated as a Free Withdrawal Amount, provided that the total annual amount withdrawn does not exceed the 10% limitation described above. Unused Free Withdrawal Amounts cannot be carried forward into following Contract Years.

SYSTEMATIC WITHDRAWALS

At any time prior to the Annuity Date, You may ask, in a form acceptable to Us, to begin a Systematic Withdrawal plan to make withdrawals from the Contract Value on a regular basis. This program of Systematic Withdrawals may continue until terminated by You or until the Contract terminates. The Minimum Systematic Withdrawal Amount is shown on the Contract Data Page. It is the least amount that We will allow for a scheduled Withdrawal Amount at the frequency requested. All Systematic Withdrawal amounts will be taken from the Strategies on a pro rata basis.

ANNUITY PROVISIONS

MATURITY DATE

The Maturity Date of the Contract is the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday (or the Annuitant's or oldest Joint Annuitant's 100th birthday if the Owner is a non-natural person). The Maturity Date is shown on the Contract Data Page. This is the latest permitted Annuity Date.

ANNUITY DATE SELECTION

You may select Your Annuity Date and commence Annuity Payments under an elected Annuity Option at any time. When you commence Annuity Payments, the Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment.

ELECTION OF ANNUITY OPTIONS

The Annuity Option is elected by You. If no Annuity Option is elected, Option 2 - Life Annuity with Ten (10) Years of Annuity Payments Guaranteed will automatically be applied. Upon thirty (30) days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments commence under an elected Annuity Option, that option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

ANNUITY OPTIONS

The following Annuity Options, or any other Annuity Option acceptable to You and Us, may be elected:

Option 1 - Life Annuity - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the annuitant and terminating with the last payment due prior to the Annuitant's death.

Option 2 - Life Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 3 - Life Annuity with 20 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than twenty (20) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 4 - Joint and Last Survivor Annuity - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

Option 5 - Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or the Joint Annuitant, annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue to be made for the remainder of the guaranteed period.

Option 6 - Guaranteed Payment Period - We will make Annuity Payments for a guaranteed payment period of ten (10) to twenty (20) years. The payments do not depend on the Annuitant's life.

Option 7 - Alternative Annuity Option - If a Guaranteed Lifetime Income Benefit is in force on the Maturity Date, You may elect an annuity payable for the life of the Income Life, and their spouse if the joint Guaranteed Lifetime Income Benefit option is in effect, with annual payments equal to the Guaranteed Lifetime Annual Income as of the day before the Maturity Date.

ANNUITY PAYMENTS

The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. Annuity Payments are based on the Annuitant's Attained Age and sex, and the Annuity Option elected. Unless another payee is designated, You will be the payee of the Annuity Payments.

The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment. The Contract Withdrawal Value is determined no more than five (5) days prior to the Annuity Date. If, as of the Annuity Date, the then current Annuity Option rates applicable to this class of contracts provide an Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, then the greater payment will be made. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and annualized effective interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS

Annuity Payments will be paid as monthly installments or at any frequency acceptable to You and Us. If Contract Withdrawal Value to be applied under an Annuity Option is less than \$5,000, We reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or becomes less than \$100, We may reduce the frequency of payments to an interval which will result in each payment being at least \$100. Amounts paid more frequently than quarterly must be paid through electronic funds transfer.

BASIS OF PAYMENTS

The Annuity Tables are based on the Annuity 2000 Mortality Table with Improvement Table G at 1.00% interest, compounded annually.

Annuity Options 1, 2, and 3

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Annuitant's Attained Age	Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed		Life Annuity with 20 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
65	\$3.95	\$3.53	\$3.87	\$3.49	\$3.56	\$3.33
66	\$4.09	\$3.65	\$3.99	\$3.60	\$3.64	\$3.42
67	\$4.24	\$3.77	\$4.12	\$3.72	\$3.72	\$3.50
68	\$4.40	\$3.90	\$4.26	\$3.84	\$3.79	\$3.58
69	\$4.57	\$4.05	\$4.40	\$3.97	\$3.87	\$3.67
70	\$4.75	\$4.20	\$4.55	\$4.11	\$3.94	\$3.75
71	\$4.94	\$4.36	\$4.70	\$4.26	\$4.01	\$3.84
72	\$5.14	\$4.54	\$4.86	\$4.41	\$4.08	\$3.92
73	\$5.36	\$4.74	\$5.03	\$4.57	\$4.15	\$4.00
74	\$5.59	\$4.94	\$5.20	\$4.75	\$4.21	\$4.08
75	\$5.84	\$5.17	\$5.38	\$4.93	\$4.26	\$4.15
76	\$6.11	\$5.41	\$5.57	\$5.12	\$4.32	\$4.22
77	\$6.39	\$5.67	\$6.76	\$5.31	\$4.36	\$4.28
78	\$6.70	\$5.95	\$5.95	\$5.52	\$4.41	\$4.34
79	\$7.03	\$6.26	\$6.14	\$5.73	\$4.45	\$4.39
80	\$7.38	\$6.59	\$6.34	\$5.94	\$4.48	\$4.44

Annuity Option 4
Joint and Survivor Annuity

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.83	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.60	\$3.94
75	\$2.97	\$3.36	\$3.81	\$4.31

Annuity Option 5
Joint and Survivor Annuity with 10 Years of Annuity Payments Guaranteed

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.82	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.59	\$3.92
75	\$2.96	\$3.35	\$3.80	\$4.28

Annuity Option 6
Guaranteed Payment Period

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment
10	\$8.75	17	\$5.32
11	\$7.99	18	\$5.05
12	\$7.36	19	\$4.81
13	\$6.83	20	\$4.59
14	\$6.37		
15	\$5.97		
16	\$5.63		

GUARANTEED LIFETIME INCOME BENEFIT RIDER

This Rider will provide the Guaranteed Lifetime Income Benefit provision for the Contract to which it is attached. This Rider is made a part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

This Rider contains an Income Base which is used to determine the Guaranteed Lifetime Annual Income and when applicable, to determine the Increased Temporary Annual Income. **There may be an additional charge for this Rider.**

Subject to the terms of this provision, the Owner has the right under this Contract to make Systematic Withdrawals, as defined in the Contract and as determined for each Contract Year, beginning on the day following the Guaranteed Lifetime Income Option Date in cumulative annual amounts up to the greater of 1) the Guaranteed Lifetime Annual Income (hereafter "GLAI"), and 2) the Increased Temporary Annual Income, during each remaining Contract Year while the Income Life lives, or while the Spouse of the Income Life lives when the Joint Life income option is chosen, and prior to the termination of this benefit. Note that the Increased Temporary Annual Income is equal to \$0 (zero) unless the certain conditions as described below are met. You may discontinue, restart, or change the amount or frequency of Your Systematic Withdrawals by Notice to Us. Such changes to the Systematic Withdrawal amount are limited to one change per Contract Year. You may continue to make other withdrawals from the Contract subject to the Withdrawal Provisions in the Contract. However, if You withdraw amounts (as Systematic Withdrawals or other withdrawals) in excess of the greater of Your 1) GLAI and 2) Increased Temporary Annual Income in a Contract Year on or following the Guaranteed Lifetime Income Option Date, Your GLAI and Increased Temporary Annual Income will be reduced immediately as described below. Any unused GLAI and unused Increased Temporary Annual Income in a Contract Year do not carry forward to future Contract Years.

DEFINITIONS

Income Base Accumulation Period

The period of time starting on the Issue Date, during which the Income Base may be accumulated at the Income Base Accumulation Rate.

Income Life

The Income Life is:

1. the Owner (or oldest Joint Owner) if the Owner is a natural person; or
2. the Annuitant (or oldest Joint Annuitant) if the Owner is a non-natural person.

Income Option Age

Income Option Age shall mean the age as of the last birthday on the Guaranteed Lifetime Income Option Date of the younger of 1) the Income Life and 2) the Spouse of the Income Life if applicable. The Income Option Age will remain unchanged once determined for both Single Life and Joint Life Income Options, including upon the first death of the Income Life and the Spouse of Income Life on Joint Life Income Options.

Increased Temporary Annual Income Waiting Period

The period of time, starting on the Issue Date, after which the election of an Income Option will result in the Increased Temporary Annual Income. No Increased Temporary Annual Income will be paid if an Income Option is elected during this period.

Guaranteed Lifetime Income Option Date

The date chosen by You by Notice to Us on Our form to begin Systematic Withdrawals under this Guaranteed Lifetime Income Benefit. The date must follow both 1) the Guaranteed Lifetime Income Benefit Waiting Period and 2) the date the Income Life attains the Minimum Allowable Income Option Age for Single Life income options, or the date the younger of the Income Life and Spouse of the Income Life attain the Minimum Allowable Income Option Age for Joint Life income options. The Guaranteed Lifetime Income Benefit Waiting Period and the Minimum Allowable Income Option Age are specified on the Contract Data Page. The Guaranteed Lifetime Income Benefit Waiting Period begins on the Issue Date.

GENERAL PROVISIONS

Income Options

On the Guaranteed Lifetime Income Option Date You have a choice of two different Income Options:

Option 1 - Single Life - Under a Single Life Income Option, the GLAI will be available for Systematic Withdrawal each Contract Year from the Guaranteed Lifetime Income Option Date until the earlier of:

- the death of the Income Life; or
- the termination of the Guaranteed Lifetime Income Benefit.

Option 2 - Joint Life - Under a Joint Life Income Option, the GLAI will be available for Systematic Withdrawal each Contract Year from the Guaranteed Lifetime Income Option Date until the earlier of:

- the date of death of the last to die of:
 - the Income Life; or
 - the Spouse of the Income Life; or
- the termination of the Guaranteed Lifetime Income Benefit.

All of the following requirements must be met in order for the Spouse to have the right to continue the Guaranteed Lifetime Income Benefit:

1. The Joint Life Income Option must be selected on the Guaranteed Lifetime Income Option Date.
2. The Spouse must be identified on Our form on which You elect Your Joint Life Income Option on the Guaranteed Lifetime Income Option Date.
3. The Spouse of the Income Life must qualify as the legal spouse of the Income Life on both the Guaranteed Lifetime Income Option Date and the date of death of the Income Life.
4. The roles of the Owner, Annuitant and Beneficiary on both the Guaranteed Lifetime Income Option Date and the date of death of the Income Life must be as follows:
 - a. If the Owner is a natural person then:
 - i. The Income Life and the Spouse must be Joint Owners; or
 - ii. The Income Life must be the sole Owner and the Spouse must be the sole primary Beneficiary;
 - b. If the Owner is a non-natural person then:
 - i. The Income Life and the Spouse must be Joint Annuitants; or
 - ii. The Income Life must be the sole Annuitant and the Spouse must be the sole primary Beneficiary.
5. Upon the death of the Owner, the Spouse must exercise his/her right to continue the Contract and no death benefit shall be paid.

Change of Income Life

The Income Life may change prior to the Guaranteed Lifetime Income Option Date if the Owner or Annuitant is changed in accordance with the Annuitant, Ownership and Assignment Provisions or the Death Benefit Provisions if the Beneficiary is the surviving spouse and elects to continue the Contract. The Income Life will not change after the Guaranteed Lifetime Income Option Date. **A change of the Income Life prior to the Guaranteed Lifetime Income Option Date will terminate the Enhanced Death Benefit except as described in the Enhanced Death Benefit Section of this Rider, and may terminate this rider.**

Benefit Termination

The Guaranteed Lifetime Income Benefit terminates on the date on which the earliest of the following events occurs:

1. The termination of the Contract to which this is attached;
2. Any day after the Guaranteed Lifetime Income Option Date that the GLAI is less than the Minimum Systematic Withdrawal Amount shown on the Contract Data Page;

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3. The commencement of payments under an Annuity Option;
 4. Any date that the Owner is changed other than for the continuation of the Contract by a surviving spouse;
 5. The payment of a death benefit under this Contract; or
 6. The death following the Guaranteed Lifetime Income Option Date of the person on whose life the income depends:
 - a. For a Single Life Income Option, the death of the Income Life; or
 - b. For a Joint Life Income Option, the latest death of:
 - i. The Income Life; or
 - ii. The Spouse of the Income Life if the Spouse has continued the Guaranteed Lifetime Income Benefit following the death of the Income Life; or
 7. Upon the death of any Joint Owner or if the Owner is a non-natural person, any Joint Annuitant, unless the Contract is continued by the Spouse as permitted under the Death Benefit Provisions in the Contract.

Once this benefit terminates, it may not be reinstated.

Misstatement of Age of Income Life or Spouse

We may require proof of age of the Income Life or the Spouse of the Income Life before making payment of any requested withdrawal. If the age of the Income Life or the Spouse has been misstated, the GLAI, Income Base, Enhanced Death Benefit if applicable, and Contract Value will be recalculated assuming the correct ages since the Issue Date.

Evidence of Survival of Income Life or Spouse

After the Guaranteed Lifetime Income Option Date, We may require satisfactory evidence of the continued survival of the Income Life. If the Spouse of the Income Life has continued the Guaranteed Lifetime Income Benefit following the death of the Income Life, We may require satisfactory evidence of the continued survival of the Spouse. We reserve the right to refuse payment of a Systematic Withdrawal or other requested withdrawal until satisfactory proof of continued survival is received.

Evidence of Marital Status of Income Life and Spouse

If a Joint Life Income Option is selected, We may require satisfactory evidence of the marital status of the Income Life and the Spouse of the Income Life as of the Guaranteed Lifetime Income Option Date and as of the date of death of the Income Life if the Spouse elects to continue the Guaranteed Lifetime Income Benefit. We reserve the right to refuse payment of a Systematic Withdrawal or other requested withdrawal until satisfactory proof of marital status is received.

CALCULATIONS – GUARANTEED LIFETIME INCOME BENEFIT

Guaranteed Lifetime Annual Income (GLAI)

The GLAI prior to the Guaranteed Lifetime Income Option Date is equal to \$0 (zero).

The GLAI on the Guaranteed Lifetime Income Option Date is equal to (A) multiplied by (B) where:

- (A) is the applicable Guaranteed Lifetime Income Benefit Factor as described below; and
- (B) is the greater of (i) the Income Base on the Guaranteed Lifetime Income Option Date described below, and (ii) the Contract Value on the Guaranteed Lifetime Income Option Date.

The GLAI on any day after the Guaranteed Lifetime Income Option Date in which no Excess Withdrawal Amount is deducted is equal to the GLAI from the previous day.

The GLAI on any day after the Guaranteed Lifetime Income Option Date in which an Excess Withdrawal Amount is withdrawn is equal to the GLAI from the previous day multiplied by (C) and divided by (D) where:

- (C) is the Contract Value after all withdrawals that day; and
- (D) is the Contract Value after all withdrawals that day, plus the Excess Withdrawal Amount that day as defined below.

Guaranteed Lifetime Income Benefit Factor

The Guaranteed Lifetime Income Benefit Factor will be determined on the Guaranteed Lifetime Income Option Date and will apply to this Contract without change until this Rider is terminated. An "Increased Temporary Annual Income Factor" may be used to determine annual withdrawals for a period of time, overriding the annual withdrawals determined using the "Guaranteed Lifetime Income Benefit Factor" for that period of time, as described under the heading "Increased Temporary Annual Income" below.

The Guaranteed Lifetime Income Benefit Factor is based on the Income Option You select and the Income Option Age.

Income Base

The Income Base is calculated as follows:

1. On the Issue Date, the Income Base equals the Premium Paid plus any applicable Premium Bonus.
2. For each Contract Anniversary after the Issue Date, up to and including the earlier of the end of the Income Base Accumulation Period or the Guaranteed Lifetime Income Option Date, before any withdrawals made on such Contract Anniversary have been processed, the Income Base equals the Income Base from the previous day multiplied by 1 plus the Income Base Accumulation Rate. If there are withdrawals on such Contract Anniversary, the Income Base will be reduced, according to the procedure described below.
3. On the date of any withdrawal after the Issue Date, up to and including the Guaranteed Lifetime Income Option Date, the Income Base immediately after the withdrawal equals the Income Base immediately before the withdrawal multiplied by the Contract Value immediately after the withdrawal divided by the Contract Value immediately before the withdrawal.
4. On any other day after the Issue Date, up to and including the Guaranteed Lifetime Income Option Date, the Income Base equals the Income Base from the previous day.
5. On any day after the Guaranteed Lifetime Income Option Date in which no Excess Withdrawal Amount is withdrawn, the Income Base equals the Income Base from the previous day.
6. On any day after the Guaranteed Lifetime Income Option Date in which an Excess Withdrawal Amount is withdrawn, the Income Base is equal to the Income Base from the previous day multiplied by (A), and divided by (B), where
 - (A) is the Contract Value after all withdrawals that day; and
 - (B) is the Contract Value after all withdrawals that day, plus the Excess Withdrawal Amount that day as defined below.

Rider Charge

The Annual Rider Charge for any Contract Year shall be equal to the Guaranteed Lifetime Income Benefit Annual Charge Percentage multiplied by the Income Base at the beginning of the current Contract Year. The Rider Charge will be deducted beginning on the Issue Date. The Rider Charge will be deducted from the Contract Value by reducing each Strategy Value in the same proportion that each Strategy Value bears to the total Contract Value.

The Guaranteed Lifetime Income Benefit Annual Charge Percentage is specified on the Contract Data Page and is guaranteed not to change for the life of the Contract {,unless the option to extend the accumulation of the Income Base is elected, as described in the section **Optional Extension of Income Base Accumulation**, if present}.

Step-Up

On each Contract Anniversary following the Guaranteed Lifetime Income Option Date, the GLAI will be set equal to the greater of:

- the GLAI as of the previous day; or
- the Contract Value multiplied by the Guaranteed Lifetime Income Benefit Factor for the applicable Income Option and for the Income Option Age as determined on the Guaranteed Lifetime Income Option Date.

Increased Temporary Annual Income

The Increased Temporary Annual Income is equal to \$0 (zero) for any Contract Year, unless

- 1) The Guaranteed Lifetime Income Option Date occurs after the Increased Temporary Annual Income Waiting Period shown on the Contract Data Page, and

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- 2) The Contract Value is greater than \$0 (zero) at the beginning of the Contract Year.

While both (1) and (2) above are true, the Increased Temporary Annual Income will be equal to the lesser of (3) and (4) where

- 3) is the Contract Value at the beginning of the Contract Year, and
4) is (A) multiplied by (B) where
(A) is the Increased Temporary Annual Income Factor; and
(B) is the Income Base at the beginning of the Contract Year.

Once the Contract Value is equal to \$0 (zero), the Increased Temporary Annual Income will be set equal to \$0 (zero).

Excess Withdrawal Amounts

On any day after the Guaranteed Lifetime Income Option Date, any portion of a withdrawal (Systematic Withdrawal or otherwise) is considered an "Excess Withdrawal Amount" if:

- On the day it is taken the cumulative withdrawals for the Contract Year exceed the greater of (i) the GLAI as of the previous day; and (ii) the Increased Temporary Annual Income as of the previous day.

On such a day, the Excess Withdrawal Amount is the lesser of:

- (A) the Withdrawal Amount taken on that day, and
(B) the sum of all Withdrawal Amounts for the Contract Year taken through that day, minus the greater of (i) the GLAI as of the previous day; and (ii) the Increased Temporary Annual Income as of the previous day.

Any withdrawal that is taken to satisfy any Required Minimum Distribution requirement based on the Contract Value of this Contract pursuant to the Internal Revenue Code of 1986 and the regulations thereunder will be recognized as a withdrawal but not as an Excess Withdrawal Amount if the cumulative withdrawals for the Contract Year do not exceed the Required Minimum Distribution.

{CALCULATIONS – ENHANCED DEATH BENEFIT

Enhanced Death Benefit

The Beneficiary has the option of receiving, upon the first death of the Owner or Joint Owner if applicable, 1) the death benefit described in the Contract to which this Rider is attached, or 2) the Enhanced Death Benefit described here. If selected by the Beneficiary, the Enhanced Death Benefit, divided by 60, is paid each month beginning within one year of the date of death of the Owner or first Joint Owner to die, until the earliest of a) the date the 60th monthly payment is made, and b) if the Beneficiary's life expectancy is less than the 60 month payment period, or if the Beneficiary is a non-natural person, the end of the period extending to five years after the date of death of the Owner or first Joint Owner to die.

If the Enhanced Death Benefit payment period is required to end under (b) above prior to Our payment of sixty monthly payments, the final Enhanced Death Benefit payment will equal the Enhanced Death Benefit less payments previously made.

The Enhanced Death Benefit will terminate on the effective date of any Owner change, Annuitant change, Income Life change, or upon Assignment of the Contract, except if this Enhanced Death Benefit is payable to Owner's surviving spouse and the surviving spouse elects to continue the Contract. In this case, subject to the limitations of this Rider, the Enhanced Death Benefit will continue without payment on the death of the Owner, and will be determined as of the death of the surviving spouse, subject to the Enhanced Death Benefit Cap described below and the Enhanced Death Benefit Cap Percentage shown on the Contract Data Page.

The Enhanced Death Benefit is calculated as follows:

1. On any day up to and including the Guaranteed Lifetime Income Option Date, the Enhanced Death Benefit is equal to the lesser of
 - (A) the Income Base; and
 - (B) the Enhanced Death Benefit Cap determined below.
2. On any day after the Guaranteed Lifetime Income Option Date, the Enhanced Death Benefit is equal to (A) multiplied by (B) and divided by (C) below, but never greater than (D) below:
 - (A) Is the Enhanced Death Benefit from the previous day, less the greater of (i) the Unused Guaranteed Lifetime Annual Income (as defined below) from the previous day, and (ii) the Unused Increased Temporary Annual Income (defined below) from the previous day;
 - (B) Is the Contract Value after all withdrawals that day;
 - (C) Is the Contract Value after all withdrawals that day, plus the Excess Withdrawal Amount that day as defined above;
 - (D) Is the Enhanced Death Benefit Cap determined below.

The Enhanced Death Benefit Cap is calculated as follows:

1. On the Issue Date, the Enhanced Death Benefit Cap is equal to the Enhanced Death Benefit Cap Percentage stated on the Contract Data Page, multiplied by the Premium Paid.
2. On the date of any withdrawal after the Issue Date, up to and including the Guaranteed Lifetime Income Option Date, the Enhanced Death Benefit Cap immediately after the withdrawal equals the Enhanced Death Benefit Cap immediately before the withdrawal multiplied by the Contract Value immediately after the withdrawal divided by the Contract Value immediately before the withdrawal.
3. On any other day after the Issue Date, up to and including the Guaranteed Lifetime Income Option Date, the Enhanced Death Benefit Cap equals the Enhanced Death Benefit Cap from the previous day.

4. On any day after the Guaranteed Lifetime Income Option Date, the Enhanced Death Benefit is equal to (A) multiplied by (B) and divided by (C) below:

- (A) Is the Enhanced Death Benefit Cap from the previous day, less the greater of (i) the Unused Guaranteed Lifetime Annual Income (as defined below) from the previous day, and (ii) the Unused Increased Temporary Annual Income (defined below) from the previous day;
- (B) Is the Contract Value after all withdrawals that day;
- (C) Is the Contract Value after all withdrawals that day, plus the Excess Withdrawal Amount that day as defined above.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. In all events, this Rider and the associated Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

On any date up to and including the Guaranteed Lifetime Income Option Date, the Unused Guaranteed Lifetime Annual Income is \$0 (zero).

On any date after the Guaranteed Lifetime Income Option Date, the Unused Guaranteed Lifetime Annual Income is the greater of (a) and (b), where

- (a) Is the Guaranteed Lifetime Annual Income as of the previous day less the sum of all Withdrawal Amounts for the Contract Year through the previous day;
- (b) Is \$0 (zero).

On any date up to and including the Guaranteed Lifetime Income Option Date, the Unused Increased Temporary Annual Income is \$0 (zero).

On any date after the Guaranteed Lifetime Income Option Date, the Unused Increased Temporary Annual Income is the greater of (a) and (b), where

- (a) Is the Increased Temporary Annual Income as of the previous day less the sum of all Withdrawal Amounts for the Contract Year through the previous day;
- (b) Is \$0 (zero).

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OPTIONAL EXTENSION OF INCOME BASE ACCUMULATION

If the Guaranteed Lifetime Income Option Date is not activated during the Income Base Accumulation Period, and neither the Income Life nor the Spouse of the Income Life has yet reached age 80, You may elect to extend the accumulation of the Income Base to the earlier of the end of Income Base Accumulation Extension Limit or the Guaranteed Lifetime Income Option Date. If you elect to extend the accumulation of the Income Base, then the Rider Charge may be re-determined, as described below under Additional Annual Charge.

Election Notification

If you elect to extend the accumulation of the Income Base, We must receive that notice in writing at our Annuity Service Center no earlier than 90 days prior to, and no later than 30 days prior to the end of the Income Base Accumulation Period. If We do not receive Your request to extend the accumulation of the Income Base during this period, the accumulation of the Income Base will end at the earlier of 1) the Income Base Accumulation Period stated on the Contract Data Page and 2) the Guaranteed Lifetime Income Option Date; and the offer to extend the accumulation of the Income Base will expire.

Additional Annual Charge

The annual Rider Charge for the Guaranteed Lifetime Income Benefit will continue after the Income Base Accumulation Period, whether or not the option to extend the accumulation of the Income Base is elected. If the option to extend the accumulation of the Income Base is elected We may increase the Guaranteed Lifetime Income Benefit Annual Charge Percentage above that shown on the Contract Data Page, by an Additional Guaranteed Lifetime Income Benefit Annual Charge Percentage of up to 1.00% per year. The additional charge will be effective on the 10th Contract Anniversary and will remain for the life of the Rider. If the option to extend the accumulation of the Income Base is not elected, the Guaranteed Lifetime Income Benefit Annual Charge Percentage will continue to be equal to value shown on the Contract Data Page.

Income Base after the Income Base Accumulation Period if Option to Extend Accumulation of the Income Base is Elected

The Income Base in this situation only is calculated as follows:

1. For each Contract Anniversary on and after the Contract Anniversary immediately following the end of the Income Base Accumulation Period, up to and including the earlier of the Income Base Accumulation Extension Limit or the Guaranteed Lifetime Income Option Date, before any withdrawals made on such Contract Anniversary have been processed, the Income Base equals the Income Base from the previous day multiplied by 1 plus the Income Base Accumulation Rate. If there are withdrawals on such Contract Anniversary, the Income Base will be reduced according to the procedure described below.
2. On the date of any withdrawal after the Issue Date, up to and including the Guaranteed Lifetime Income Option Date, the Income Base immediately after the withdrawal equals the Income Base immediately before the withdrawal multiplied by the Contract Value immediately after the withdrawal divided by the Contract Value immediately before the withdrawal.
3. On any other day after the Issue Date, up to and including the Guaranteed Lifetime Income Option Date, the Income Base equals the Income Base from the previous day.
4. On any day after the Guaranteed Lifetime Income Option Date in which no Excess Withdrawal Amount is deducted, the Income Base equals the Income Base from the previous day.
6. On any day after the Guaranteed Lifetime Income Option Date in which an Excess Withdrawal Amount is deducted, the Income Base is equal to the Income Base from the previous day multiplied by (A), and divided by (B), where
(A) is the Contract Value after all withdrawals that day; and
(B) is the Contract Value after all withdrawals that day, plus the Excess Withdrawal Amount that day as defined above.

}



President
Forethought Life Insurance Company

**FORETHOUGHT {ALLEGIANCE REWARD SERIES} INDEXED ANNUITIESSM
{ BONUS ADVANTAGE}
DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES**

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1201SPDAX-01 (may be referred to as Certificate series GA1201SPDAX-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your Contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

Annuity Contract: The Single Premium Deferred Annuity Contract with fixed and indexed interest strategies is issued by Forethought Life Insurance Company. This Contract is intended for retirement funding or other long-term accumulation needs. Substantial Contract-imposed penalties may apply to full and partial withdrawals in the first 10 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first. Amounts received as Annuity Payments under an Annuity Option generally are partly included in taxable income and partly excluded as a return of Premium paid for the Contract.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime payments and guaranteed minimum contract values.

Premium {and Premium Bonus}: Your premium is credited to your Contract on the issue date. (Contract Years are one-year periods beginning on each Contract Anniversary. The first Contract Year begins on the issue date.) {A Premium Bonus will be credited with your Premium. Some or all of this Premium Bonus may be forfeited if funds are withdrawn prior to the end of the Withdrawal Charge Period.

}

Accumulation Value: Your accumulation value, or Contract Value, equals the sum of the Strategy Values. There are no annual administrative fees, front-end sales charges or loads. There may be rider charges associated with any riders attached to your Contract. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

Choice of Fixed Strategy(ies) and Indexed Strategy(ies): The Forethought Life Single Premium Deferred Annuity Contract provides a choice of fixed interest and indexed interest strategies. You specify how to allocate the premium between the strategies you select.

Each available strategy has company-declared factors used in calculating interest earnings for that strategy. These company-declared factors are set in advance and are guaranteed not to change during the Strategy Term. On each Contract Anniversary, you will be sent a report with information about your Contract Value.

We may cease to offer a specific Strategy on a future Contract Anniversary. We may offer additional strategies on a future Contract Anniversary, subject to the approval of the Insurance Department of the state in which this Contract was issued.

Fixed Strategy(ies): This Contract provides one or more Fixed Strategies. Daily interest, declared by us, is credited to each Fixed Strategy Value at a rate guaranteed not to change during the Strategy Term for that Strategy, but may change for future Strategy Terms. The minimum guaranteed annual interest rate for each of these accounts is {1.00%} per annum.

Indexed Strategy(ies): Not all Strategies may be available.

{Annual Cap with Monthly Averaging}

This index method credits interest at the end of each one year Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed minimum Annual Index Cap is {2.00}% for this strategy.}

{Annual Spread with Monthly Averaging}

This index method credits interest at the end of each one year Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, reduced by a Spread percentage (called the Annual Index Spread). The Annual Index Spread is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed maximum Annual Index Spread is {15}% for this strategy.}

{One Year Point-to-Point with Cap}

This index method credits interest at the end of each one year Strategy Term based on the percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed minimum Annual Index Cap is {2.00}% for this strategy.}

{One Year Monthly Point-to-Point with Cap}

This index method credits interest at the end of each one year Strategy Term. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 12 monthly periods during the 1 Year Strategy Term. Each monthly percentage change included in this sum is limited to a maximum amount called a Monthly Index Cap. The Monthly Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The minimum guaranteed Monthly Index Cap is {0.50}%.

{Two Year Monthly Point-to-Point with Cap}

This index method credits interest at the end of each two year Strategy Term. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 24 monthly periods during the 2 Year Strategy Term. Each monthly percentage change included in this sum is limited to a maximum amount called a Monthly Index Cap. The Monthly Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The minimum guaranteed Monthly Index Cap is {0.50}%.

Allocation of Premium: The Forethought Life Single Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among the available fixed interest and indexed interest strategies. You choose your initial premium allocation percentages at issue.

Reallocation of Contract Value: You may reallocate your Contract Value among the available Fixed and Indexed Strategies at the end of each Strategy Term, for each available subsequent Strategy Term.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 Contract Years are subject to Withdrawal Charges and any applicable Market Value Adjustment. The first Contract Year begins on the issue date. After the first Contract Year, you may make cumulative withdrawals each Contract Year of up to 10% of the Contract Value at the beginning of the Contract Year without incurring Withdrawal Charges or Market Value Adjustments (such withdrawal is referred to here as a "surrender-charge-free withdrawal"). In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a surrender-charge-free withdrawal is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be retroactively applied to any such surrender-charge-free withdrawal.

If you withdraw less than the available free withdrawal amount in any Contract Year, your available free withdrawal amount in future Contract Years will not be increased.

Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

Contract Withdrawal Value: If you surrender your Contract you will receive the Contract Withdrawal Value. The Contract Withdrawal Value is the greater of:

- the Contract Value less Withdrawal Charges and any applicable Market Value Adjustment; and
- the Minimum Guaranteed Contract Withdrawal Value defined in the Contract.

Withdrawal Charge:

Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. Withdrawal Charges are not assessed against death benefit proceeds paid on account of the death of the Owner.

The Withdrawal Charge includes assessments based on both the Withdrawal Charge Percentage and the Premium Bonus Recapture Charge Percentage, if applicable.

The Withdrawal Charge is equal to the

- (1) Withdrawal Charge On Accumulated Premium; plus
- (2) Withdrawal Charge On Accumulated Premium Bonus.

Where:

- Withdrawal Charge On Accumulated Premium = (Accumulated Premium Withdrawn) X WC%
- Withdrawal Charge On Accumulated Premium Bonus = (Accumulated Premium Bonus Withdrawn) X PBR%
- Accumulated Premium Withdrawn =
[(Withdrawal Amount) –
(Free Withdrawal Amount available and remaining in the Contract Year)]
/ (1 + PB%)
- Accumulated Premium Bonus Withdrawn =
(Accumulated Premium Withdrawn) X PB%
- PB% = Premium Bonus Percentage shown on the Contract Data Page, if applicable. If there is no Premium Bonus, then this is equal to 0%.
- WC% = the applicable Withdrawal Charge Percentage from the following table.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge %	10%	10%	9%	9%	8%	7%	6%	5%	4%	2%	0%

- PBR% = the applicable Premium Bonus Recapture Charge Percentage from the following table.

Premium Bonus Recapture Charge % by Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Issue Ages 0-75	100%	100%	100%	100%	100%	100%	80%	60%	40%	20%	0%
Issue Ages 76+	90%	80%	80%	70%	70%	70%	70%	60%	40%	20%	0%

Market Value Adjustment:

{Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the remaining Contract Value (or the funds you receive). Market Value Adjustments will not be applied to any Death Benefits paid due to the death of the Owner. Within limits, Market Value Adjustments generally: 1) increase the remaining Contract Value (or the funds you receive) when interest rates fall and 2) decrease the remaining Contract Value (or the funds you receive) when interest rates rise, compared to market interest rates when the contract was purchased. }

{Not applicable.}

{

Guaranteed Lifetime Income Benefit:

This benefit may be added to your Contract by a rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Guaranteed Lifetime Income Option Date (Option Date) and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period stated on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

Guaranteed Lifetime Annual Income

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Income Base (described below). The Guaranteed Lifetime Income Benefit Factor depends on 1) the Single or Joint Life income status you choose on the Option Date, and 2) Your attained age on the Option Date.

The GLAI does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. There may be an Increased Temporary Annual Income available for a period of time, as described below.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

Increased Temporary Annual Income

An Increased Temporary Annual Income (ITAI) is greater than \$0 (zero) only under certain conditions. This is an alternative higher annual income available only when both of the following are true: 1) the Option Date occurs after the {10th} Contract Year, and 2) the Contract Value is greater than zero.

The ITAI is equal to \$0 until the {10th} Contract Anniversary, at which time it is equal to the lesser of 1) {8}% of your Income Base at the beginning of the Contract Year, and 2) Your Contract Value at the beginning of the Contract Year. The ITAI reduces to \$0 at the time your Contract Value is exhausted. Once your Contract Value is exhausted, your income will reduce to the GLAI amount determined using the Guaranteed Lifetime Income Benefit Factor based on the attained age of the youngest Income Life on the Option Date.

Excess Withdrawals

Excess Withdrawals can affect future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of the greater of the GLAI and the ITAI (if applicable) during a Contract Year are "Excess Withdrawals" and will cause a reduction in the GLAI and ITAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

Please give careful consideration to any Excess Withdrawals after the Option Date.

Income Base

The Income Base is the amount upon which your GLAI and ITAI (if applicable) are based. On the Issue Date of the Contract the Income Base is equal to the premium you paid plus any applicable premium bonus.

After that, and until the earlier of the Option Date and the {10th} Contract Anniversary, the Income Base accumulates at {6}% interest on each Contract Anniversary. There is no increase in the Income Base between Contract Anniversaries. The Income Base will not increase after the {10th} year { unless you elect the Optional Extension of Income Base Accumulation. If you elect the Optional Extension of the Income Base Accumulation, the Income Base will grow for another {10} years, or until the Option Date if earlier. This election is not made until the {10th} year and there will be an additional charge for this Extension which will be determined at that time} .

The Income Base can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Withdrawal Value is available as a lump sum payment.

Termination of the Guaranteed Lifetime Income Benefit

The Guaranteed Lifetime Income Benefit will terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends;
- On any date that the Owner is changed other than for spousal continuation of the Contract by a surviving spouse; or
- If Excess Withdrawals reduce the GLAI below the minimum of {\$100}.
- Upon the death of any Joint Owner or if the Owner is a non-natural person, any Joint Annuitant, unless the Contract is continued by the Spouse as permitted under the Death Benefit Provisions in the Contract.

}

Annuity Options: Your Contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date. The Contract Withdrawal Value will be used to calculate the payment under all Annuity Options.

Life Annuity – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant's death.

Life Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 120 months.

Life Annuity with 20 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 240 months.

Joint and Last Survivor Annuity – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor's death.

Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor's death or for 120 months.

Guaranteed Payment Period – Annuity payments continuing for a guaranteed period of from 10 to 20 years. The payments do not depend on the Annuitant's life.

Alternative Life Annuity Option – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs on the Maturity Date at your attained age 100.

Death Benefit: If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit. The death benefit will be the Contract Value as of the date We receive proof of death and election of payment method. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the Contract is issued. Alternatively, if the Contract is continued by a surviving spouse, the Contract Value may remain in the currently selected strategies for the remainder of the Strategy Term.

{Enhanced Death Benefit: The Enhanced Death Benefit prior to the Option Date is the lesser of 1) the Income Base and 2) a cap based on the following percentage of premium, depending on the issue age of Owner. The Enhanced Death Benefit Cap based on this percentage is reduced for each withdrawal in the same proportion that the Contract Value is reduced, except for annual withdrawals after the Option Date that are less than or equal to the greater of the GLAI and the ITAI, which then reduce the cap on a dollar for dollar basis.

Issue Ages:	(0-64)	(65-80)
Enhanced Death Benefit Cap Percentage:	(250%)	(250%)

After the Option Date, the Enhanced Death Benefit is reduced by any available remaining GLAI or ITAI payments for that Contract Year on a dollar for dollar basis. It is further reduced for any Excess Withdrawal Amounts paid in that Contract Year on a proportional basis according to the reduction in the Contract Value.
}

Other Riders: You may have elected to attach an available rider to your Contract. The following is a brief description of other riders that may be available.

{Nursing Home Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first Contract Anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.}

{Terminal Illness Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after the first Contract Anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.}

{None.}

Summary: Forethought Life Insurance Company of Batesville, Indiana issues the Forethought {Allegiance Reward Series}. This Single Premium Deferred Annuity may not be available in all states (may be referred to as an “equity indexed annuity” in certain states). The Contract may be subject to Withdrawal Charges.

This Single Premium Deferred Annuity is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of this Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the Contract and any attached riders or endorsements, which will control Forethought Life’s contractual obligations.

The Standard & Poor's 500 Index ("S&P 500 Index") is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative Index will be substituted, as approved by the Insurance Department of the state in which this Contract is issued. You will be notified in writing if this happens. "Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The Contract is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Contract.

FORETHOUGHT {ALLEGIANCE REWARD SERIES} INDEXED ANNUITIESSM
DISCLOSURE STATEMENT SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY
CONTAINS FIXED AND INDEXED STRATEGIES

Owner's Statement – I certify that:

- I understand that:
 - **The Increased Temporary Annual Income is not available until after the {10th} Contract Year and terminates when it exceeds the remaining Contract Value.**
 - The Contract provides a choice between fixed and indexed interest strategies.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the Contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
 - For the Fixed Strategy(ies), the Minimum Annual Interest Rate is {1.00%}.
 - The Contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
 - Only the interest earned in an Indexed Strategy may be affected by a stock or equity index.
 - The final decision regarding the allocation of monies between each Fixed Strategy and each Indexed Strategy is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
 - I can reallocate my Contract Value at the end of each Strategy Term to an available Strategy.
 - I understand that (1) bonus annuities may include changes to the elements used to determine the index interest credits or changes to the interest rate that are not included in similar annuities without a bonus, (2) such changes may include lower current interest rates, higher surrender charges, longer surrender charge periods, lower participation rates or caps, higher spreads, or other changes and (3) the amount of charges or reduction of interest credits may exceed the amount of the bonus.
 - I understand that any amount allocated to the annuity contract for which I am applying may be subject to a market value adjustment, which may cause the values to increase or decrease in dollar amount if withdrawn or surrendered prior to a specified date or dates as stated in the contract and/or a rider or endorsement attached to the contract.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity Contract is a suitable product for my financial needs.
- I made my strategy selections and premium allocation percentages on the application, as set forth below:

%	Strategy Selections and Allocation Percentages
{	1-Year Fixed Strategy }
{	2-Year Fixed Strategy }
{	3-Year Fixed Strategy }
{	4-Year Fixed Strategy }
{	5-Year Fixed Strategy }
{	7-Year Fixed Strategy }

{	10-Year Fixed Strategy }
{	Annual Cap with Monthly Averaging Indexed Strategy}
{	Annual Spread with Monthly Averaging Indexed Strategy }
{	One Year Point-to-Point with Cap Indexed Strategy }
{	One Year Monthly Point-to-Point with Cap Indexed Strategy }
{	Two Year Monthly Point-to-Point with Cap Indexed Strategy }
100	Total Must Equal 100%

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, Indiana 47006-0246

**FORETHOUGHT {ALLEGIANCE REWARD SERIES} INDEXED ANNUITYSM
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES**

Agent's Statement – I certify that:

- I have read the Forethought {Allegiance Reward Series} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates, index spreads or index caps of the annuity Contract.

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
 - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
 - Give one signed copy to the Owner/Joint Owner.
 - Send the original signed copy along with the annuity application and any other new business forms to:
Forethought Life Insurance Company
P.O. Box 246
Batesville, IN 47006-0246

<i>SERFF Tracking Number:</i>	<i>FRTH-127297624</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49258</i>
<i>Company Tracking Number:</i>	<i>FA1201SPDAX-02</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Single Premium Deferred Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Single Premium Deferred Annuity Contract/FA1201SPDAX-02</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification - AE - revised filing.pdf		
Satisfied - Item: Application Comments: The form number of the application that will be used with this product is FA3010-01. Approved by your department on 3/11/11 via SERFF tracking #FRTH-127064733.		
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachment: Act Memo - Generic - Signed - 062011.pdf		
Satisfied - Item: Statement of Variability Comments: Attachments: SoV - AE Refile contract and riders generic - V062911.pdf SoV - AE Refile - Disclosure Only - V062911.pdf		
	Item Status:	Status Date:
	Item Status:	Status Date:

CERTIFICATION OF READABILITY

FORM #	FORM NAME	FLESCH SCORE
FA1201SPDAX-02	SINGLE PREMIUM DEFERRED ANNUITY CONTRACT	65.0
FA4056-02	GLIB RIDER	57.0
FA5091SPDAX-02	DISCLOSURE STATEMENT	51.9

Forethought Life Insurance Company hereby certifies that these forms achieve the Flesch reading ease scores listed.



David K. Mullen, Sr. Vice President

June 29, 2011

Statement of Variability
Forethought Life Insurance Company, Batesville Indiana
Contract Form Series FA1201SPDAX-02

The following values on the Contract Date Page are bracketed to indicate that they vary based on the status or choices of the insured.

- Contract Number
- Issue Date
- Owner & Joint Owner's Name and Age(s)
- Annuitant's and Joint Annuitant's Name, Sex and Age
- Beneficiaries – choice of owner
- Maturity Date will be the Contract Anniversary after age 100
- Annuity Date – choice of Owner
- Contract Type will be NonQualified, IRA, or Roth IRA
- Premium Paid

The following values on the Contract Data Page are bracketed to indicate they may vary by contract.

- The "Premium Tax Paid" and "Premium Less Premium Tax" fields on the Contract Data Page are bracketed [] and may be included where applicable, or omitted. If we are required to pay premium tax at issue in the state in which the contract is issued, Premium Tax Paid will be Premium Paid times the state's premium tax rate, and Premium Less Premium Tax will be Premium Paid minus Premium Tax Paid; otherwise these fields will be omitted.

The following values on the Contract Data Page are bracketed. Any changes in these values will be applicable to future issues only.

- Premium Bonus Percentage will vary from 0% to 15%.
- The "Minimum Allocation to Any Strategy" will vary from \$1,000 to \$20,000.
- The "Minimum Withdrawal Amount" will vary from \$1,000 to \$2,500.
- The "Minimum Systematic Withdrawal Amount" will vary from \$25 to \$250.
- The "Minimum Contract Value After Withdrawal" will vary from \$1,000 to \$10,000.
- The "Minimum Guaranteed Contract Withdrawal Value Premium Factor" will vary from 87.5% to 100.0%.
- The "Minimum Guaranteed Contract Withdrawal Value Interest Rate (Fixed and Indexed Allocations)" will vary from 1.00% to 3.00%. These rates are tied to the five-year Constant Maturity Treasury Rate. The methodology for determining the rate is included in the Actuarial Memorandum. Any changes will be applicable only to future issues. The rate will always be equal to or exceed the rate produced by procedures filed with the Department. In addition, any changes in our procedures for determining the

minimum guaranteed Accumulation Period interest rate will be filed with the Department prior to use.

For each Fixed and Indexed Strategy shown on the Contract Data Pages, the following values are bracketed. These will vary by Contract, according to the Strategies offered and per the Owner's specifications:

- The Allocated Premium will vary from \$0 to the full amount of premium paid, according to the Owner's specified premium allocation.
- The Allocated Percentage will vary from 0% to 100%, according to the Owner's specified premium allocation.

Fixed Account Strategies

The following rider information sections on the Contract Data Page are bracketed to indicate that each version of the "Fixed Strategy Rider" may not be offered initially, but may be added for new and existing contracts in the future. Each Strategy will appear if offered at issue.

- 1-Year Fixed Strategy
- 2-Year Fixed Strategy.
- 3-Year Fixed Strategy.
- 4-Year Fixed Strategy.
- 5-Year Fixed Strategy.
- 7-Year Fixed Strategy.
- 10-Year Fixed Strategy.

For each Fixed Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to future issues only:

- The "Strategy End Year" will vary from "1st Year" to "100th Year".
- The "Initial Annual Interest Rate" will vary from 0.50% to 99.00%.
- The "Interest Rate Bonus" and related disclaimer language will appear only if an interest bonus is offered.
 - If offered for the Strategy, will vary from 0.10% to 10.0%.
 - If not offered for the Strategy, the "Interest Rate Bonus" section will not appear for the Strategy.
- Minimum Annual Interest Rate, will vary from 0.00% to 3.00%

Indexed Account Strategies

The following rider information sections on the Contract Data Page are bracketed to indicate that each version of the "Indexed Strategy Rider" may not be offered initially, but may be added for new and existing contracts in the future. Each Strategy will appear if offered at issue.

- Annual Cap With Monthly Averaging Indexed Strategy

- Annual Spread with Monthly Averaging Indexed Strategy
- One Year Point-to-Point with Cap Indexed Strategy
- One Year Monthly Point-to-Point with Cap Indexed Strategy
- Two Year Monthly Point-to-Point with Cap Indexed Strategy

For each Indexed Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to future issues only:

- Current Rates for each Strategy –
 - The “Initial Annual Index Cap” for both the Annual Cap With Monthly Averaging and the One Year Point-to-Point with Cap Indexed Account Strategies will vary between 2.0% and 20.0%.
 - The “Initial Annual Index Spread” for the Annual Spread with Monthly Averaging Indexed Strategy will vary between 0.0% and the Maximum Guaranteed Annual Index Spread.
 - The “Initial Monthly Index Cap” for the 1 and 2 year Monthly Point to Point with Cap Indexed Account Strategies will vary between 0.50% and 10.0%
- Guaranteed Rates for Each Account Strategy – The minimum or maximum guaranteed rates are set at time of issue and will not change for a given policy after issue. They will vary for future issues only with the following limits.
 - Minimum Guaranteed Annual Index Caps will vary from 1% to 5%.
 - Maximum Guaranteed Annual Index Spread will vary from 7% to 20%
 - Minimum Guaranteed Monthly Index Caps will vary from 0.25% to 2%.

The following values on the Contract Data Page are bracketed to indicate that the “Guaranteed Lifetime Income Rider” may be offered initially, but may not be added for future issues.

- The “Guaranteed Lifetime Income Benefit Rider” section on the Contract Data Page is bracketed to indicate this rider may be available at the time of issue. The entire section will appear only if offered and elected by the owner at issue. For this Rider, any changes in the following values will be applicable to future issues only:
 - The “Minimum Guaranteed Lifetime Income Benefit Factors”:
 - Attained ages: ages are bracketed to indicate there may be age groupings with equal factors.
 - Single Life Income Option will vary from 1% to 10%
 - Joint Life Income Option will vary from 1% to 10%
 - The Guaranteed Lifetime Income Benefit Waiting Period will vary between 0 and 240 months.
 - The “Income Base Accumulation Rate” will vary from 0% to 10%.

- The “Income Base Accumulation Period” will vary from 1 to 100 years.
- The “Income Base Accumulation Extension Limit” will vary from the 10th to the 100th Contract Anniversary
- The “Guaranteed Lifetime Income Benefit Annual Charge Percentage” will vary from 0% to 5%.
- The “Increased Temporary Annual Income Factor” will vary from 1% to 15%
- The “Increased Temporary Annual Income Waiting Period” will vary from 1 to 20 Contract Years.
- The “Enhanced Death Benefit Cap” will vary from 100% to 400%. This line will appear only if the Enhanced Death Benefit within the Rider is available at issue.

The Table of Premium Bonus Recapture Percentages is bracketed to indicate that this section will not appear if the Premium Bonus Rider is not attached.

The following Riders and Endorsements are bracketed to indicate that they may be added to the contract at issue, at the option of the company. They will not be added or withdrawn after issue.

- Premium Bonus Rider
- Guaranteed Lifetime Income Benefit Rider
- Nursing Care Rider
- Terminal Illness Rider

The following values on the Contract Data Page are bracketed to indicate that the Market Value Adjustment may be added to the contract at issue, at the option of the company. It will not be added or withdrawn after issue.

- “Market Value Adjustment” will be either “Not applicable to this Contract” if not added to the contract at issue or “Applies to this Contract – See Market Value Adjustment Endorsement” if added to the contract at issue by the company.
- “Market Value Adjustment Percentage Factor” will vary between 50% and 100%.

Form FA4056-02 GLIB Rider

Page 4, Rider Charge provision: Bracketed language in 2nd paragraph will appear only if the Optional Extension of Income Base Accumulation provision is available at issue.

Pages 6-7: “Calculations - Enhanced Death Benefit” section will appear only if the Enhanced Death Benefit is available at issue.

Page 8: Language on this page will appear only if the Optional Extension of Income Base Accumulation is available at issue.

Statement of Variability
Forethought Life Insurance Company
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Product Name and Product Series Name – The name of the product may be changed for new issues.

Premium Bonus – The Premium Bonus language will only appear if a Premium Bonus is offered at Issue.

Fixed and Indexed Account Strategies – These sections will only appear if the Strategy is available at the time of issue.

Guaranteed Rates for Each Account Strategy – The minimum or maximum guaranteed rates will be set at time of issue and will not change for a given policy after issue. These guaranteed rates will change for future issues only with the following limits.

Fixed Account Strategies will vary from 0% to 3.0%.

Annual Index Caps will vary from 1% to 5%.

Annual Index Spread will vary from 7% to 20%

Monthly Index Caps will vary from 0.25% to 2%.

Market Value Adjustment Section – This section will only appear if the Market Value Adjustment Endorsement is added at time of issue.

Guaranteed Lifetime Income Benefit Section – Each section will appear only if offered by the company at time of issue and chosen by the owner.

Election Anniversary for ITAI – This anniversary where the ITAI can be selected will only change for future issues. It can vary from 1 to 20 years.

Payout Percentage Factor for the ITAI – This factor, currently at 8%, is the GLIB factor for the ITAI. It will only change for future issues. It can vary from 1% to 15%.

Withdrawal Limitations - “If Excess Withdrawals result in your GLAI falling below [\$100] and your Contract Value dropping below [\$5,000]...” The first of these bracketed values is the “Minimum Systematic Withdrawal Amount” and will vary from \$25 to \$250, as indicated above. The second of these bracketed values is the “Minimum Contract Value after Withdrawal” and will vary from \$1,000 to \$10,000, as indicated above.

Income Base Accumulation Termination – This is the anniversary where the Income Base stops increasing, and will only change for future issues. It can vary from 1 to 100 years.

Income Base Accumulation Rate – will vary between 0% and 10%. We do not anticipate changing this amount but may revise it for future issues if product's profitability does not meet expectations or to remain competitive.

Optional Extension of Income Base Accumulation – This language appears in the 2nd paragraph of the Income Base section. It will only appear if we offer this benefit at the time of issue.

Enhanced Death Benefit Guarantee Rider section – This section will only appear if this benefit is offered by the company at time of issue.

Enhanced Death Benefit Cap Percentages – Will vary from 100% to 400% and may vary by issue age.

Statement on the Signature page that “The Increased Temporary Annual Income is not available until after the 10th contract year and terminates when the Contract Value is exhausted.” will only appear if the GLIB Rider is offered at issue.

Nursing Home Rider – Is bracketed to indicate this section will not appear if the rider is not attached.

Terminal Illness Waiver Rider – Is bracketed to indicate this section will not appear if the rider is not attached.

Strategies on Signature Page – Only the Strategies offered by the company at the time of issue will appear.

Statement of Variability Certification:

Forethought Life Insurance Company certifies that:

- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible range of values will be submitted for approval prior to implementation.



CERTIFICATION

I, David K. Mullen, Assistant Secretary of Forethought Life Insurance Company of Batesville, Indiana hereby certify that Form Filing FA1201SPDAX-01, et al complies with Regulation 19s10B of the Arkansas Department of Insurance.

March 11, 2011

A handwritten signature in black ink, appearing to read "David K. Mullen", written over a horizontal line.

David K. Mullen
Assistant Secretary

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this Association if:

- * they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- * the insurer was not authorized to do business in this state;
- * their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- * any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- * any policy of reinsurance (unless an assumption certificate was issued);
- * interest rate yields that exceed an average rate;
- * dividends and voting rights and experience rating credits;
- * credits given in connection with the administration of a policy by a group contract holder;
- * Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- * Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- * Unallocated annuity contracts issued to/in connection with a benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- * Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- * Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- * Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- * Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and not matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.